RFP Document

No. GSECL/PP/RE & BD/4.5 MW Solar PV/

12.08.2021

Issued by

Gujarat State Electricity Corporation Limited (GSECL)

PLANNING&PROJECT DEPARTMENT, VIDYUT BHAVAN, RACE COURSE, VADODARA 390 007

Ph. No: 0265 – 6612131 / 6612132**/6612139 FAX No**: 0265 – 2341588

Website: www.gsecl.in

Email:cepnp.gsecl@gebmail.com; acepnp.gsecl@gebmail.com; sere.gsecl@gebmail.com

BID FOR DESIGN, ENGINEERING, SUPPLY & PROCUREMENT, CONSTRUCTION, OPERATION AND MAINTENANCE OF GRID CONNECTED SOLAR PV PLANT OF 2.5 MW AT GANDHINAGAR TPS & 2 MW AT SIKKA TPS IN THE STATE OF GUJARAT.



Page 1 of 226

Gujarat State Electricity Corporation Limited (GSECL)

(Regd. Office: Vidyut Bhavan, Race Course, Vadodara-390007, Gujarat) Website: - www.gsecl.in



BID FOR DESIGN, ENGINEERING, SUPPLY & PROCUREMENT, CONSTRUCTION, OPERATION AND MAINTENANCE OF GRID CONNECTED SOLAR PV PLANT OF 2.5 MW AT GANDHINAGAR TPS & 2 MW AT SIKKA TPS IN THE STATE OF GUJARAT.

ISSUED BY:

CHIEF ENGINEER (PLANNING AND PROJECT)
CORPORATE OFFICE
GUJARATSTATEELECTRICITY CORPORATION LIMITED (GSECL)

ON

12.08.2021

Page 2 of 226

SECTION-1: NOTICE INVITING TENDER (NIT)



GUJARAT STATE ELECTRICITY CORPORATION LIMITED

Vidyut Bhavan, Race Course, Vadodara, Gujarat, India – 390007 E-mail: cepnp.gsecl@gebmail.com; acepnp.gsecl.@gebmail.com; sere.gsecl@gebmail.com Phone: 91-265-6612131 Website: www.gsecl.in

SECTION-1

NOTICE INVITING TENDER (NIT)

"Bid for Design, Engineering, Supply & Procurement, construction, Operation and Maintenance of grid connected Solar PV Plant of 2.5 MW at Gandhinagar TPS & 2 MW at Sikka TPS in the State of Gujarat".

Gujarat State Corporation Limited (GESCL) invites interested parties to participate in this Request for Proposal (this "RFP or the "Tender Documents" or the "Tender") for bidding and selection process for the appointment of Contractor for Design, Engineering, Supply & Procurement, construction, operation and maintenance of grid connected Solar PV Plant of 2.5 MW at Gandhinagar TPS & 2 MW at Sikka TPS in the State of Gujarat (the "Project"). Tender Documents may be downloaded from Web sitehttp://gsecl.nprocure.com(For view, down load and on-line submission) and GUVNL / GSECL websites www.guvnl.com / www.gsecl.in (For view & download only.) Tender fee & EMD shall be paid along with submission of Tender Documents. All the relevant documents of Tender shall be submitted physically by Registered Post A.D. or Speed Post addressed to: The Chief Engineer (P&P), Gujarat State Electricity Corporation Ltd, Corporate Office, Planning & Project Department, Vidyut Bhavan, Race Course, VADODARA- 390007, Gujarat super scribing the envelope with Tender No. and Description. "NO COURIER SERVICE" shall be considered for submission of Tender.

TABLE A: IMPORTANT DATES

Sr.	Event		Date (and Time)
i.	Date of upload of orignal tender (Document No. GSECL/ PP/ RE&BD/ 4.5MW Solar PV)	:	12.08.2021
ii.	Last date and time for receipt of questions/ queries/ clarifications	:	31.08.2021 Note: after due date no any queries will be consider in pre-bid meeting.
iii.	Pre-bid Meeting	:	02.09.2021, 11.00 Hrs (Online Plate form)
iv.	Online (e-tendering) Tender/Offer submission last date	:	08.09.2021, 16:00 Hrs.
	{This is mandatory}		
V.	Physical receipt of Bid with all the relevant documents last date (By RPAD or Speed Post or By Personal Messenger)	:	13.09.2021, 17.00 Hrs.
	{This is mandatory}		
vi.	Bid Validity	:	One Hundred and twenty (120) days from the date of opening of the Technical Bid of this Tender
vii.	Date of opening of Tender Fee, EMD Cover, Vendor Registration and Technical Bid Physical as well as Online opening	:	13.09.2021 17:05
viii.	a) Opening of Financial Bidb) Reverse Auction starts from	:	Will be intimated separately to technically qualified bidders.

ix.	Target date for Commissioning of Project	:	Capacity wise target date of commissioning is as under
			GTPS 2.5 MW : 09 months from the date of LOA
			STPS 2.0 MW : 09 months from the date of LOA
X.	Tentative Date for completion of Operational Acceptance Test	:	1 Month from the date of commissioning as per clause no (ix) above for respective site.
xi.	Performance Guarantee (PG) Test Period	:	Performance Guarantee (PG) Test Period shall start as under:
			A) If the Contractor successfully completes Operational Acceptance Test (OAT) in first attempt then PG Test Period and O&M Period will start from the date when the OAT was started.
			(OR)
			B) In case the Contractor fails the OAT in the first attempt, the Contractor shall be allowed maximum 60 days for corrective actions and further next OAT shall start on completion of 60 days period or earlier as desired by the Contractor. The PG Test and the O&M period shall start from the date when of second OAT period is started. In case the Contractor fails in the second attempt as well, a penalty will be imposed at 1% of EPC Contract Price. In this case, irrespective of the result (whether pass or fail) of the OAT, the PG Test and O&M Period shall start at the beginning of the second OAT.
			(OR)
			C) However, in case of failure of the second OAT, if the Contractor needs more time to further take corrective

GSECL/ PP/ RE&BD/ 4.5 MW Solar PV/

		action at its own discretion, then the same may be allowed by GSECL without imposing any further penalty on the Contractor towards such subsequent OATs. However, if the Contractor is successful in third attempt then the penalty deducted at the time of unsuccessful 2nd attempt of OAT shall be returned but if the Contractor fails in third attempt of OAT then penalty charged at the time of second unsuccessful attempt of OAT shall not be returned to the Contractor. In such cases the PG Test and O&M Period shall start upon the completion of the on-going OAT, if any, upon the written intimation of the Contractor to GSECL. If OAT is passed successfully, the deducted LD (1%) shall be released.	
xii.	Operation and Maintenance (O&M) Period	: Upon start of PG Test Period as per Clause No. xi above for a period of ten (10) years.	
xiii.	EMD Validity	: One Hundred and Twenty (120) days from the date of opening of the Technical Bid of this Tender	
xiv.	Bank Guarantee Against PV Module Waranty (if applicable) as per Clause no. 7.40.10.	90 days beyond the 25 Years from the date of Commissioning of the entire Project.	
XV.	Bank Guarantee for shortfall at the time of PG test (if applicable)	9 Years from the competition of PG Test.	
xvi.	Site visit of the locations	GTPS on 25.08.2021 11:00 AM STPS on 26.08.2021 11:00 AM Please refer Page no 222	

Note: The abovementioned dates are subject to amendment, in which case the amendments shall be publically intimated.

TABLE B: IMPORTANT AMOUNTS

Sr.	Head		Amount (and Validity)
i.	Tender Fees (non-refundable)	:	Rs.25,000/- (Rupees Twenty Five Thousand Only + GST as applicable
ii.	Estimated Cost of Tender	:	Rs. 18 Cr-/- (Rupees Eighteen Crore Only)
iii.	Earnest Money Deposit (EMD) in the form of Bank Guarantee (Refundable/adjustable)	:	INR 18 Lakh [INR Eighteen Lakh only] xiii of Table A (Important Dates) above.
iv.	Security Deposit cum Performance Bank Guarantee (PBG)	:	10% of the EPC Contract Price, to be submitted within seven (7) days, along with the acceptance of Lol, initially valid for a period as defined as per following from the date of issue of Lol; if required, the PBG shall have to be extended for further 3 months beyond the due date of successful completion of PG test. Validity of PBG: GTPS 2.5 MW: 24 months from the date of Lol STPS 2 MW: 24 months from the date of Lol
V.	O&M Bank Guarantee (O&M BG)	:	5% of EPC Contract Price, to be submitted upon completion and acceptance of Performance Guarantee Test as per Clause No. xii of Table A (Important Dates) above for a period of Five (5) years, and 2.5% of EPC Contract price from the start of the sixth (6th) year of O&M period to the 90 days beyond completion of the O&M Period mentioned in Clause No. xii of Table A (Important Dates) above. This O&M BG shall cover the risk against extended warrantee for equipment up to O&M Period and recovery towards shortfall in NEEGG during O&M Period. The O&M Bank Guarantee shall be valid 90 days beyond the O&M Period. Bidder shall have to submit separate BG as per

(Sign and Seal of Bidder)

		above for each project.
vi.	Bank Guarantee Against PV Module Waranty (if applicable)	This Bank Guarantee is to be submitted from the start date of O&M. Refer Payment Terms.
vii.	Bank Guarantee for shortfall at the time of PG test (To whomsoever it is applicable)	Rs. 26.88 per kWh
viii.	Tender Fees (non-refundable)	Rs. 25000/- (Rupees Twenty Five Thousand Only + GST

IMPORTANT NOTE TO BIDDERS:

Timely submission of offer to GSECL: In addition to bid submitted online, all the relevant documents as per requirement of the Tender shall also be submitted physically along with the proof of Tender Fee and EMD in sealed cover so that the same is received in this office on or before the due date and time. All such documents should be strictly submitted by RPAD / speed post/ in sealed cover only. Otherwise the offer will not be considered and no any further communication in the matter will be entertained. Please note that Price Bid is not to be submitted in physical form .Single stage two envelope bidding.

No Tender shall be accepted in any case after due date and time of receipt of the Tender, irrespective of delay due to postal services or any other reasons and GSECL does not assume any responsibility for late receipt of the Tender.

- 1. All interested parties are requested to understand this Tender in detail in order to comply with GSECL's requirements including but not limited to the fees and deadlines, selection criteria, selection methodology, scope of work, and minimum technical standards. They shall strictly abide by ALL terms prescribed in this Tender and provide accurate information to the best of their knowledge without misleading the Company to be considered for participation in this Project.
- 2. It is **mandatory** for all the Bidders to submit their Financial Bid ONLINE only via etendering portal.
- 3. **Technical Bid** (**Techno-commercial Bid**) to be submitted both in physical as well as soft copy (online). It is **mandatory** for all the bidders to submit their Technical Bid (Technocommercial Bid) documents in both forms i.e. online (e-tendering) as well as in hard copy in scheduled time. Technical bid in any one form i.e. either in soft copy (online) or in hard copy (physical form), shall not be considered. Technical Bid (Techno-commercial Bid) in **TWO**(2) copies (1 Original+ 1 Copies) shall be sent in Sealed Envelopes containing copies of Technical bid (Techno-commercial bid).
- 4. Technical Bid (Techno-commercial Bid) envelope shall be super scribed as: "GSECL/PP/RE&BD/ 4.5 MW Solar PV/; Technical Bid for Design, Engineering, Supply & Procurement, construction, operation and maintenance of grid connected Solar

PV Plant of 2.5 MW at Gandhinagar TPS & 2 MW at Sikka TPS in the State of Gujarat.".

- 5. All the envelopes shall be addressed to: The Chief Engineer (P&P), Gujarat State Electricity Corporation Limited (GSECL), Corporate Office, Vidyut Bhavan, Race Course, Vadodara 390 007, Gujarat. Complete postal address of the Bidder shall appear on all the envelopes so that it is possible to find out whose Bid it is without opening the envelope.
- 6. Tender Fee and EMD shall be submitted in two separate envelopes.
- 7. Tender fee (non-refundable) will be accepted by DD drawn in favour of the Gujarat State Electricity Corporation Ltd. payable at Vadodara. Tenders submitted without Tender Fee shall not be accepted. The envelope for Tender Fee should be super scribed as "Tender Fee". Cheques are not acceptable.
- 8. Bidder(s) have to pay total EMD of as per Clause No. iii of Table B (Important Amounts) above. EMD shall be in the form of Bank Guarantee/DD in favour of "Gujarat State Electricity Corporation Limited" payable at Vadodara. The envelope for EMD should be super scribed as "EMD". Cheques are not acceptable.
- 9. It is mandatory for all Bidders to submit their Price Bid (Appendix 15) only through on-line (e-tendering) mode. Price Bids submitted in physical form shall not be considered for its opening and only on-line submitted price bid will be considered for evaluation. Bidders to note that Price Bid (Appendix 15) of only those Bidders shall be opened (On-line e-tendering) who are found technically qualified and are found reasonably responsive to GSECL's Tender terms and conditions and Scope of Work.
- 10. Any technical/commercial query pertaining to this Tender should be referred to:

THE CHIEF ENGINEER (P&P)

Gujarat State Electricity Corporation Limited (GSECL)

Corporate Office, Vidyut Bhavan

Race Course, Vadodara – 390 007, Gujarat.

Contact No.: 0265-6612131; Email: cepnp.gsecl@gebmail.com

11. For submitting their Bids, Bidders need to have the Digital Signature Certificates from either of the following agencies. (DSC as per Category- III).

Sr. No.	Name of Certifying Agencies	Web Site Address.
1	Safe scrypt	www.safescrypt.com
2	TCS	www.tcs-ca.tcs.co.in
3	MTNL	www.mtnltrustline.com
4	nCode Solutions	www.nprocure.com

In case of any further information regarding online bidding or if a Bidder needs any assistance in accessing/ submission of online bid/ clarification or if training is required for participating in online e-reverse bidding, then the Bidder can contact the following office for assistance or training:

(n) Procure Cell, (n)code solutions-A division of GNFC Ltd.,

403, GNFC Info tower, S.G. Road,

Bodakdev Ahmedabad – 380054 (Gujarat)

Toll Free: 1-800-419-4632 / 1-800-233-1010,

Phone No. 079-26857315 / 316 / 317,

Fax: 079-26857321 / 40007533, Email: nprocure@gnvfc.net

- 12. Tender Documents (PDF Format) can be downloaded from Web site http://gsecl.nprocure.com.
- 13. GSECL reserve the rights to accept/reject any or all Tenders without assigning any reasons thereof. Bidders are requested to be in touch with above-mentioned websites till opening of the Price Bid to know the latest status.
- 14. Project wise/location wise, Separate orders shall be issued. Likewise, Project wise/location wise, contract agreements shall be made.

Yours faithfully,

For and behalf of Gujarat State Electricity Corporation Ltd.

Chief Engineer (P&P) GSECL, CO, Vadodara

--- End of Section ---

Document Checklist

[Note: Document Checklist shall be attached with Appendix 1 of the Technical Bid]

Sr.	Document	Attached? (Yes/ No)	For Official Use
1.	Complete sets of Bids (original and copies)		
2.	Signed Tender Documents in Cover-I		
3.	Demand Draft of Tender Fees		
4.	Enclosures of the Bid including the Covering Letter as per the format prescribed in Appendix 1: Format for Covering Letter Cover-II.		
5.	Details of Bidder as specified in Annexure 2		
6.	EMD in the form of Demand Draft or/and Bank Guarantee as per format prescribed in Appendix18 (a): Format of Bank Guarantee for EMD.		
7.	Attested copy of GST Registration Certificate of Bidder.		
8.	Attested copy of Provident Fund Code of Bidder.		
9.	Attested copy of PAN Card for Bidder.		
10.	Certificate of Commencement of Business issued by the Registrar of Companies for Bidder.		
11.	Power of Attorney by the Bidder in favour of Bidder as per format prescribed in Appendix		
12.	Document as per Clause No. 3.2		

13.	Details of qualified technical staff as per the format in Appendix– 8	
14.	Project Plan as mentioned in Appendix5: Format for Project Execution Plan.	
15.	Bill of Quantities with Specifications / Make etc. as per Tender/RFP	
16.	Copy of this RFP with sign and official seal on every page.	
17.	A comprehensive project management schedule in the form of Gantt Chart for execution plan	
18.	Visited the site locations	

Disclaimer

- A. The information contained in this Request for Proposal ("RFP") or subsequently provided to Bidder(s), in documentary or in any other form, by or on behalf of GSECL, any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- B. This RFP is not an agreement and is neither an offer nor invitation by GSECL to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bid for qualification pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by GSECL or their advisors or employees or agents, in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for GSECL, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP.
- C. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
- D. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. GSECL & its employees would not have any responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- E. GSECL, their employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder(s), under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on

- account of anything contained in this Bid or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with prequalification of Bidders for participation in the Bidding process.
- F. GSECL also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. GSECL may, in their respective absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
- G. The issuance of this RFP does not imply that GSECL is bound to select and short-list prequalified Bids for Bid Stage (the "Bid Stage") or to appoint the selected Bidder, as the case may be, for the Project[s] and GSECL reserves the right to reject all or any of the Bid or Bids without assigning any reasons whatsoever.
- H. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the GSECL or any other costs incurred in connection with or relating to its Bid proposal. All such costs and expenses will remain with the Bidder and the GSECL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid proposal regardless of the conduct or outcome of the Bidding process.

Table of Contents

SECTIO	ION-1 : NOTICE INVITING TENDER (NIT)		
DOCU	OCUMENT CHECKLIST		
DISCL	AIMER	14	
1	DEFINITION& INTERPRETATION	21	
1.1	Definitions	21	
1.2	Interpretations		
2	INTRODUCTION		
2.1	About the Company	26	
2.2	About the Project		
3	INSTRUCTION TO BIDDERS	28	
3.1	General Instructions	28	
3.2	Pre-Qualifying Requirements (PQRs)/ Eligibility Conditions	29	
3.3	Local Conditions	31	
3.4	Local Regulatory Frame Work	32	
3.5	Clarifications to Tender Document	32	
3.6	Amendments to Tender Document	33	
3.7	Acceptance of Bids	33	
3.8	WITHDRAWAL OF INVITATION TO BID	33	
3.9	Representative/ Agent of Bidder		
3.10			
3.11	Bank Guarantees & EMD	33	
3.12			
3.13			
3.14	,		
4	SUBMISSION OF BID	40	
4.1	GENERAL TERMS		
4.2	FORMAT AND SIGNING OF BID		
4.3	Sealing and Marking Of Bid	41	
4.4	ENCLOSURES OF THE BID		
4.5	Bid Due Date		
4.6	Late Bids	43	
4.7	Confidentiality		
4.8	Correspondence with the Bidder		
4.9	BID OPENING AND EVALUATION		
4.10			
4.11			
4.12	EVALUATION OF BID AND SELECTION OF BIDDER	45	

	4.13	CONTACTS DURING BID EVALUATION	46
	4.14	EMPLOYMENT OF OFFICIALS/ EX-OFFICIAL OF THE COMPANY	46
	4.15	DECLARATION ON BIDDER'S RELATION TO DIRECTORS	46
	4.16	LETTER OF INTENT ("LOI") AND NOTIFICATION TO PROCEED	46
	4.17	Performance Guarantee	47
	4.18	Fraudulent Practices	47
5	9	SCOPE OF WORK	48
	5.1	GENERAL SCOPE OF WORK	48
	5.2	CIVIL WORK	57
	5.3	DETAILED ELECTRICAL WORK	71
6	(GENERAL TERMS AND CONDITIONS	138
	6.1	Use of Contract Documents & Information	138
	6.2	PATENT RIGHTS	138
	6.3	Materials and Workmanship	138
	6.4	Inter-changeability	138
	6.5	Packing and Marking	138
	6.6	Negligence	139
	6.7	Statutory Responsibility	139
	6.8	Insolvency and Breach of Contract	139
	6.9	TIMELINE	140
	6.10	DELAY IN EXECUTION OR FAILURE TO SUPPLY	140
	6.11	LIQUIDATED DAMAGES FOR DELAY AND UNDERPERFORMANCE	140
	6.12	PENALTY FOR LOSS OF GENERATION DURING O&M	141
	6.13	Defect Liability	142
	6.14	TERMINATION FOR DEFAULT	144
	6.15	Breach and Cancellation of the Contract	145
	6.16	Force Majeure	145
	6.17	Progress Report of Work	145
	6.18	Insurance	146
	6.19	STATUTORY ACTS, RULES AND STANDARDS	146
	6.20	Tools and Tackles	146
	6.21	Safety Measures	147
	6.22	Hazardous Material	147
	6.23	STOPPAGE OF WORK	147
	6.24	HINDRANCE REGISTER	147
	6.25	RESPONSIBILITY OF THE CONTRACTOR	147
	6.26	RIGHT OF THE COMPANY TO MAKE CHANGE(S) IN DESIGN	147
	6.27	Manuals	147
	6.28	GOVERNING LANGUAGE	147
	6.29	Order Amendments	148
	6.30	ASSIGNMENTS OR SUBLETTING OF CONTRACT	
	6.31	Subcontracts	148
	6.32	Inspection and Testing	148
	6.33	AUTHORIZED TEST CENTRES	149
	6.34	DELIVERY OF EQUIPMENT	149

6.35	Liabilities during Transit	149
6.36	DEDUCTION FROM CONTRACT PRICE	149
6.37	TERMS OF PAYMENT	150
6.38	PAYMENTS	152
6.39	Warranty/ Guarantee	153
6.40	Arbitration	154
6.41	Court of Competent Jurisdiction	155
6.42	LAW AND PROCEDURE	155
6.43	CONSTRUCTION OF CONTRACT	155
6.44	Notices	155
6.45	FINAL BILL	156
6.46	DEGRADATION OF SOLAR MODULES	156
6.47	Risk Purchase	156
6.48	Confidential Information	156
6.49	Limitation of Liability (LLP)	158
7	SPECIAL TERMS AND CONDITION	150
7.1	Definition	
7.2	OBJECTIVE OF THE PROJECT	
7.3	COMPLIANCE WITH GUVNL/GETCO/GEDA GUIDELINES	
7.4	PROJECT SITE	
7.5	SCOPE OF SERVICE	
7.6	TRAINING OF GSECL'S PERSONNEL	
7.7	Mode of Execution	
7.8	Programme of Work	
7.9	STARTING OF WORK	
7.10	COMPLETION SCHEDULE	
7.11	Site Inspection & Basis of Bid	
7.12	Price Escalation	
7.13	Taxes and Duties	
7.14	PROCUREMENT OF MATERIALS	
7.15	SAMPLES	
7.16	NOTICE OF OPERATION	
7.17	REJECTION OF MATERIALS	
7.18	Power and Water Supply during Construction	
7.19	LABOUR ENGAGEMENT	
7.20	HANDING OVER –TAKING OVER	
7.21	TERMINATION ON THE DEATH OF CONTRACTOR	
7.22	RETIRED GOVERNMENT SERVANTS TAKING TO CONTRACT	
7.23	EPF	
7.24	Miscellaneous	164
APPEN	DIX 1: FORMAT FOR COVERING LETTER	166
APPEN	DIX 2: DETAILS OF BIDDER	170
ΔΡΡΓΝΙ	DIX 3:FORMAT OF DETAILS OF SIMILAR TECHNICAL EXPERIENCE	171
L.V	D. C. C. C. D. LINES OF VIIII III I LOUISION LAN LINES VIII LINES	

APPENDIX 4: FORMAT OF DISCLOSURE OF PV TECHNOLOGY172
APPENDIX5: FORMAT FOR PROJECT EXECUTION PLAN
APPENDIX 6: BID EVALUATION CRITERIA (BEC)
APPENDIX 7: NOT USED ERROR! BOOKMARK NOT DEFINED.
APPENDIX 8: DETAILS OF QUALIFIED TECHNICAL STAFF
APPENDIX 9: DECLARATION OF COMPLIANCE
APPENDIX 10: NO DEVIATION CERTIFICATE
APPENDIX 11: DECLARATION ON BIDDER'S RELATION TO DIRECTORS184
APPENDIX 12: FORMAT OF POWER OF ATTORNEY AS AUTHORIZED SIGNATORY185
APPENDIX 13: FORMAT OF SUMMARY OF AUDITED FINANCIAL STATEMENTS188
APPENDIX 14: FORMAT OF AUTHORIZATION BY PARENT COMPANY190
APPENDIX 15: FORMAT OF FINANCIAL PROPOSAL
APPENDIX 16: PROCEDURE FOR PERFORMANCE TESTING
APPENDIX 17: LIST OF BANKS (FOR BANK GUARANTEE)
APPENDIX18 (A): FORMAT OF BANK GUARANTEE FOR EMD206
APPENDIX 18 (B): FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE
18 (C): FORMAT OF BANK GUARANTEE FOR PERFORMANCE FOR O&M209
APPENDIX 19: CONTRACT AGREEMENT (TO BE ENTERED SEPARATELY WITH GSECL FOR THEIR RESPECTIVE PROJECTS)
APPENDIX 20: FORMAT FOR PRE-BID QUERIES
ANNEXURE-A1: DETAILS OF SITE216
ANNEXURE-A2: ADVANCE PAYMENT GUARANTEE217
ANNEXURE-A3: PLOT DETAILS
ANNEXURE-A4: GPCL FENCE LINKAGE DETAILS ERROR! BOOKMARK NOT DEFINED.
ANNEXURE-A5: OPERATION AND MAINTENANCE ERROR! BOOKMARK NOT DEFINED.
Table 5-1: Plot Area

Table 5-3 Detailed Specifications of PCU	80
Table 5-4 Relevant Codes & Standards for Cable	87
Table 5-5 Clamps & Connectors	
Table 5-6Relevant National & International Code	
Table 5-7General Standards for Transformers	
Table 5-8 Reference Weather Conditions for Transformer Design	99
Table 5-9 General parameters for 66 kV CT	Error! Bookmark not defined.
Table 5-10General parameters for 66 kV VT	Error! Bookmark not defined.
Table 5-11 Applicable Standards for Circuit Breakers	Error! Bookmark not defined.
Table 5-12 General Parameters for 66 kV Circuit Breakers	Error! Bookmark not defined.
Table 5-13 General Parameters for SF6 Type RMU	Error! Bookmark not defined.
Table 5-14: parameters of Rated Voltage, Short Circuit current and Rated	d Normal Current Error! Bookmark not defined.
Table 5-15 Co-ordination Parameters	128
Table 5-16 Specification of Pyranometers	134

1 Definition& Interpretation

1.1 **Definitions**

The following words and expressions shall have the meanings hereby assigned to them:

- **1.1.1** "Actual Energy Delivered" means the net energy in kilo-watt hour (kWh) from solar PV plant as measured at the Metering Point.
- 1.1.2 "Adjudicator" means the person, who shall be an engineer or a firm of engineers who is appointed by the Company to act as the adjudicator to make a decision on or to settle any dispute or difference between the Company and the Contractor referred to it or her by the parties pursuant to RFP (Adjudicator) hereof.
- 1.1.3 "Applicable Law" means any statute, law, regulation, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law in the Republic of India and the State Government, by any Government Authority or instrumentality thereof, whether in effect as of the date of this Contract or thereafter.
- 1.1.4 **"Base NEEGG"** for a year is calculated by using the Net Electrical Energy Generation Guarantee (NEEGG) quoted in the Bid offer by the Contractor adjusted with a correction factor to take into account the actual average global solar radiation measured by the calibrated pyranometer for that year.
- **1.1.5** "Bid" shall mean the bid submitted by the Bidder in response to the RFP/Tender Document No. "GSECL/ PP/ RE&BD/ 4.5 MW Solar PV" issued by the Company.
- 1.1.6 **"Bidder"** shall mean Bidding Company or a Bidding Individual submitting the Bid. Any reference to the Bidder includes Bidding Company / Bidding Individual including its successors, executors and permitted assigns severally, as the context may require;
- 1.1.7 "Commissioning" means the satisfactory, continuous and uninterrupted operation of the equipment/system as specified after all necessary statutory approvals, initial tests, checks and adjustments for a period of at least 3 days to the satisfaction of the Company and necessary certificates are issued by the all concerned/ nodal agencies appointed by appropriate authority/Government.
- 1.1.8 "Completion" means that the Facilities (or a specific part thereof where specific parts are specified in the Scope of Work) have been completed operationally and structurally and put in a tight and clean condition and that all work in respect of Commissioning of the Facilities or such specific part thereof has been completed as per the Scope of Work.
- 1.1.9 "Company" means Gujarat State Electricity Corporation Limited includes the legal successors or permitted assigns of the Company.
- 1.1.10 "Contract" or "Contract Agreement" means the Contract signed between the Company and the Contractor to execute the entire Scope of Work as given in Appendix 19: Contract Agreement.
- 1.1.11 **"Contract Documents"** means the documents listed in Appendix 19: Contract Agreement.

- 1.1.12 "Contractor" means the person(s) whose bid to perform the Contract has been accepted by the Company and is named as such the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor.
- 1.1.13 "Contractor's Equipment" means all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Facilities that are to be provided by the Contractor, but does not include Plant and Equipment, or other things intended to form or forming part of the Facilities.
- 1.1.14 "Capacity Utilization Factor (CUF)" shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time.
- 1.1.15 "Chartered Accountant" shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.
- 1.1.16 "Day" means calendar day of the Gregorian calendar.
- 1.1.17 "**Delivery Point**" shall be the interconnection point at which solar power developer (SPD), GSECL, shall deliver the power to the Gujarat State Transmission Unit substation. The metering shall be done at this point of interconnection.
- 1.1.18 "**Defect Liability Period**" means the period of validity of the warranties given by the Contractor, during which the Contractor is responsible for defects with respect to the Facilities (or the relevant part thereof) as provided in Clause No. 6.13 (Defect Liability) hereof.
- 1.1.19 **"Effective Date"** for this Contract shall mean the date of issuance of Letter of Intent by the Company.
- 1.1.20 "Facilities" means the Plant and Equipment to be supplied and installed, as well as all the Installation Services to be carried out by the Contractor under the Contract for enabling the installation, construction, testing and commissioning of the Solar Power System(s).
- 1.1.21 "Government Authority" means Government of India, any state government or any governmental department, commission, board, body, bureau, agency, authority, undertaking, court or other judicial or administrative body or any sub-division or instrumentality thereof, central, state, or local, having jurisdiction over the Contractor, the Facility, or the performance of all or any of the services, obligations or covenants of Contractor under or pursuant to this Contract or any portion thereof.
- 1.1.22 "Guarantee Test(s)" means the Performance & Guarantee test(s) specified in the (Guarantee Test) to be carried out to ascertain whether the Facilities or a specified part thereof is able to attain the Functional Guarantees.
- 1.1.23 "Installation Services" means all those services ancillary to the supply of the Plant and Equipment for the Facilities, to be provided by the Contractor under the Contract; e.g., transportation and provision of marine or other similar insurance, inspection, expediting, Site preparation works (including the provision and use of Contractor's Equipment and the supply of all civil, structural and construction materials required), installation, Commissioning, carrying out guarantee tests, operations, maintenance, the provision of operations and maintenance manuals, training of Company's personnel etc.
- 1.1.24 "Month" means calendar month of the Gregorian calendar.
- 1.1.25 "MNRE" means Ministry of New and Renewable Energy, Government of India.
- 1.1.26 "O&M" means Operations and Maintenance.